

INTERCONNECTION AGREEMENT

Dated as of May 12, 2000

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

MGC COMMUNICATIONS, INC.

D/B/A,

MPOWER COMMUNICATIONS CORP.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is effective as of the 12th day of May, 2000 (the “Effective Date”), by and between Bell Atlantic - Pennsylvania, Inc. (“BA”), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and MGC Communications, Inc., d/b/a Mpower Communications Corp. (“Mpower”), a Nevada corporation with offices at 171 Sully’s Trail, Suite 202, Pittsford, New York 14534.

WHEREAS BA and Mpower (each a “Party” and collectively the “Parties”) want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services and other Telecommunications Services (all as defined below) to their respective Customers;

WHEREAS Sections 251, 252, and 271 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements, including the requirements in Section 271 commonly referred to as the “Checklist”; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mpower and BA hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act.

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996), and interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.

1.3 “Agreement” means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing as described in Section 7.1.

1.5 “ANI” or “Automatic Number Identification” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 “Applicable Law” means all laws, regulations and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to a Party’s request that the other Party provide an unbundled Network Element that it is not otherwise required to provide under the terms of this Agreement.

1.8 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.9 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.10 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). BA and Mpower currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

1.11 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.12 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 “CLASS Features” means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and future CCS-based offerings.

1.14 “Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.15 “Commission” means the Pennsylvania Public Utility Commission.

1.16 “CLEC” or “Competitive Local Exchange Carrier” means any Local Exchange Carrier other than BA that is operating as such in BA’s certificated territory in Pennsylvania. Mpower is or will shortly become a CLEC.

1.17 “CPN” or “Calling Party Number” is a Common Channel Signaling (“CCS”) parameter which identifies the calling party’s telephone number.

1.18 “Cross Connection” means a jumper cable or similar connection provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party’s equipment and (ii) the equipment or facilities of the Housing Party.

1.19 “Customer” means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

1.20 “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

1.21 “Digital Signal Level 0” or “DS0” means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

1.22 “Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.23 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.24 “End Office Switch” or “End Office” is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.25 “Entrance Facility” means the facility between a Party’s designated premises and the Central Office serving that designated premises.

1.26 “Exchange Message Interface” or “EMI” means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

1.27 “FCC” means the Federal Communications Commission.

1.28 “FCC Regulations” means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.29 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to a DS1 – level signal, using any one of the following line codes: 2 Binary/1 Quaternary (“2B1Q”), Carrierless AM/PM, Discrete Multitone (“DMT”), or 3 Binary/1 Octal (“3BO”).

1.30 “Independent Telephone Company” or “ITC” means any entity other than BA which, with respect to its operations within Pennsylvania, is an Incumbent Local Exchange Carrier.

1.31 “Information Services Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (*e.g.*, NXX 976).

1.32 “Inside Wire” or “Inside Wiring” means all wire, cable, terminals, hardware and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.33 “Integrated Digital Loop Carrier” or “IDLC” means a subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

1.34 “Integrated Services Digital Network” or “ISDN” means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (“BRI-ISDN”) provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (“PRI-ISDN”) provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.35 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

1.36 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.37 “IP” or “Interconnection Point” means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 “Line Side” means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.39 “Local Traffic” means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area or expanded area service (“EAS”) area, as defined in BA's effective Customer Tariffs. Local Traffic does not include any Internet Traffic.

1.40 “Loop” means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or Network Interface Device (“NID”) if installed) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.41 “Losses” means any and all losses, costs (including court cost), claims, damages (including fines, penalties, and criminal or civil judgements and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.42 “Main Distribution Frame” or “MDF” generally means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

1.43 “MECAB” means the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.44 “MECOD” means the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.45 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (*e.g.*, an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

1.46 “Meet Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.47 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier’s option, may interface with such carrier’s collocated equipment to gain access to unbundled Network Elements.

1.48 “Network Interface Device” or “NID” means the BA-provided interface terminating BA’s Telecommunications network on the property where the Customer’s service is located at a point determined by BA. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to BA’s network.

1.49 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.50 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.51 “NXX,” “NXX Code,” or “End Office Code” means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.52 “Percent Interstate Usage” or “PIU” is a factor that is used to determine the interstate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is developed from the measurement of calls in which the calling and called parties are not located within the same state. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

1.53 “Percent Local Usage” or “PLU” is a factor that is used to determine the portion of Local Traffic minutes exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called party are located within a given local calling area or EAS area as defined in BA’s effective Customer Tariff(s). The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

1.54 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer’s network address. The Port Element is part of the provision of unbundled local Switching Element.

1.55 “Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

1.56 “Rate Center Area” or “Exchange Area” means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.57 “Rate Center Point” means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.58 “Rate Demarcation Point” means the physical point in a BA-provided network facility at which BA’s responsibility for maintaining that network facility ends and the Customer’s responsibility for maintaining the remainder of the facility begins, as set forth in BA’s applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

1.59 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.60 “Reciprocal Compensation” means the arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party’s network and terminating on the other Party’s network (as set forth in Section 5.7).

1.61 [Intentionally Omitted]

1.62 “Service Control Point” or “SCP” means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point (“SSP”) and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 “Signaling Transfer Point” or “STP” means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.65 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.66 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.67 “Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.68 “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.69 “Tandem Transit Traffic” or “Transit Traffic” means Telephone Exchange Service traffic that originates on Mpower’s network, and is transported through a BA Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant BA Tandem to which Mpower delivers such traffic. Pursuant to Section 7.2.6, Transit Traffic may also mean Telephone Exchange Service traffic that originates on BA’s network, and is transported through a Mpower Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant Mpower Tandem to which BA delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (“LERG”). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.70 “Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility or arrangement. A Tariff shall not include BA’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.71 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.72 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (*e.g.*, another carrier’s network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.73 “V and H Coordinates Method” means a method of computing airline miles between two points by utilizing an established formula which is based on a vertical and horizontal coordinates of the two points.

1.74 “Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-0” or “sub-DS-1” may also be used.

1.75 “Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which BA and Mpower will offer and provide to each other within each LATA in which they operate within Pennsylvania: a) Interconnection and access to unbundled Network Elements and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b). As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to

the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist under Section 271 of the Act.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.1 Interconnection Activation

Subject to the terms and conditions of this Agreement, each Party shall exercise commercially reasonable efforts to enable Mpower to provide fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers in accordance with Mpower's intended implementation schedule in Pennsylvania, attached hereto as Schedule 4.1. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

4.2 Trunk Types and Interconnection Points

4.2.1 **Trunk Types.** Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (*e.g.* 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in Section 4.3.7, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, and Internet Traffic, all in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (*e.g.*, 800/888/877) traffic, between Mpower Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 19;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19;

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19; and

Other Trunks as may be requested and agreed to by the Parties.

4.2.2 Interconnection Points. Each Party shall establish Interconnection Points (“IPs”) at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the Mpower network from which Mpower will provide transport and termination of traffic to its Customers shall be designated as the Mpower Interconnection Points (“Mpower-IPs”). The mutually agreed-upon IPs on the BA network from which BA will provide transport and termination of traffic to its Customers shall be designated as the BA Interconnection Point(s) (“BA-IP(s)”); provided that such BA-IP(s) shall be either the BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer. Each Party is responsible for delivering its terminating traffic to the other Party’s relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each BA Tandem Serving Area in each LATA in which it has Customers as designated in Schedule 4.1. Any additional traffic that is not covered in Schedule 4.2 shall be subject to separate negotiations between the Parties, except that either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party’s then current tariffed Switched Exchange Access rates applicable to such traffic.

4.2.3 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.3. To the extent the originating Party’s POI is not located at the terminating Party’s relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party’s relevant IP.

4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to Section 10.1. A “geographically relevant” IP shall mean an IP

that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Mpower, Mpower shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to Mpower-IP.

4.2.5 The Parties shall configure separate one-way trunk groups for traffic from Mpower to BA, and for traffic from BA to Mpower, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

4.3 Physical Architectures

4.3.1 Mpower shall have the sole right and discretion to specify any of the following three methods for interconnection at any of the BA-IPs:

- (a) a physical or virtual Collocation node Mpower established at the BA-IP; and/or
- (b) a physical or virtual Collocation node established separately at the BA-IP by a third party with whom Mpower has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing), to the BA-IP.

4.3.2 Mpower shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13.

4.3.3 Mpower may order from BA any of the Interconnection methods specified above in accordance with the rates, order intervals, and other terms and conditions in the Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.4 BA shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the Mpower-IPs:

- (a) a physical, virtual or other alternative Collocation node BA establishes at the Mpower-IP; and/or

(b) a physical, virtual or other alternative Collocation node established separately at the Mpower-IP by a third party with whom BA has contracted for such purposes; and/or

(c) an Entrance Facility leased from Mpower (and any necessary multiplexing), to the Mpower-IP.

4.3.5 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a Mpower-IP pursuant to Section 13.

4.3.6 BA may order from Mpower any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.7 Under any of the architectures described in this Section 4.3, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.

4.3.8 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by BA and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

4.3.9 In recognition of the large number and variety of BA-IPs available for use by Mpower, Mpower's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Mpower-IPs available to BA to select from for similar purposes, Mpower shall charge BA no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a BA-IP to a Mpower-IP in any given LATA.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this Section 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off

to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 Mpower and BA shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. Mpower and BA shall exchange appropriate information (*e.g.*, maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 Mpower and BA shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

4.5 Interconnection in Additional LATAs

4.5.1 If Mpower determines to offer Telephone Exchange Services in any LATA in Pennsylvania not listed in Schedule 4.1 in which BA also offers Telephone Exchange Services, Mpower shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in Section 4.5.1 shall include (a) the CLEC-IP; (b) the requested BA-IP; (c) the initial Rating Point Mpower has designated in the new LATA; (d) Mpower's intended Interconnection activation date; and (e) a forecast of Mpower's trunking requirements conforming to Section 10.3.

4.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) Mpower has identified as its initial Rating Point(s) in the LATA as the Mpower-

IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the Mpower-IP (as measured in airline miles utilizing the V and H Coordinates Method) as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a BA-IP to the Mpower-IP, the Mpower-IP shall be no further than a non-distance sensitive Entrance Facility away from the BA-IP.

4.5.4 The Parties shall agree upon an addendum to Schedule 4.1 to reflect the schedule applicable to each new LATA requested by Mpower; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of the Mpower's notice provided for in Section 4.5.1, BA and Mpower shall confirm the BA-IP, the Mpower-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule 4.1.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.3 Unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

5.2.4 In the event the traffic volume between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.

5.2.5 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques, with the exception of (a) E911/911, in accordance with Section 7; and (b) Operator Services/Directory Assistance, in accordance with Section 19.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing Mpower traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to Mpower, the subtending arrangements between Mpower Tandem Switches (or functional equivalent) and Mpower End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Mpower maintains for the routing of its own or other carriers' traffic.

5.4 Signaling

Subject to the conditions set forth in Section 11.7, each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 10.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6. Such factors may be updated by the originating Party quarterly by written notification.

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (*e.g.*, 800/888/877) calls shall be in accordance with applicable Tariffs.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 The Parties shall compensate each other for the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the Mpower-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Mpower. No additional charges shall apply for the termination of such Local Traffic delivered to the BA-IP or the Mpower-IP by the other Party, except as set forth in Exhibit A. When such Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:

(a) Local Traffic originating with a third party carrier and delivered by BA to Mpower shall be treated as Tandem Transit Service under Section 7.2.

(b) For any traffic originating with a third party carrier and delivered by Mpower to BA, Mpower shall pay BA the same amount that such third party carrier would have been obligated to pay BA for termination of that traffic at the location the traffic is delivered to BA by Mpower.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.

(d) No Reciprocal Compensation shall apply to Internet Traffic.

(e) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.

(f) IntraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Pennsylvania) shall be treated in accordance with an arrangement mutually agreed to by the Parties.

(g) Any other traffic not specifically addressed in this Section 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.4 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.7.5 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Pennsylvania in accordance with an arrangement mutually agreed to by the Parties.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Mpower Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll

Connecting Trunks”), in any case where Mpower elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If Mpower chooses to subtend a BA access Tandem then Mpower’s NPA/NXX must be assigned by Mpower to subtend the same BA access Tandem that a BA NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.2 Mpower shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Mpower’s Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Mpower’s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem. If Mpower collocates at a BA access Tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Mpower utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) BA utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 Mpower and BA will establish Meet-Point Billing (“MPB”) arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF’s MECAB and MECOD documents, except as modified herein, and in BA’s applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA access Tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Mpower and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National

Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- (a) “Single Bill/Single Tariff” in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.
- (b) “Multiple Bill/Single Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.
- (c) “Multiple Bill/Multiple Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.
- (d) “Single Bill/Multiple Tariff” in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC’s appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party are as set forth in BA’s applicable Tariffs. The actual rate values for each Party’s affected Switched Exchange Access Service rate element shall be the rates contained in that Party’s own effective federal and state access Tariffs, or other document that contains the terms under which that Party’s access services are offered. The MPB billing percentages for each Rating Point/BA Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code (“CIC”) of the IXC, and identification of the IXC’s Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide Mpower with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 Mpower shall provide BA with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To Mpower: IS Department – Attn: Patrick Flannery
MGC Communications, Inc., d/b/a Mpower Communications Corp.
3301 North Buffalo Drive
Las Vegas, Nevada 89129

To BA: New York State Access Pool
C/O ACM, Inc.
941 River Road
Schenectady, N.Y. 12306
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers or Operating Company Number (“OCN”), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party’s consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this Section 6.3 shall create any liability for damages, Losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (*e.g.* 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event Mpower determines to offer Telephone Exchange Services in another LATA in Pennsylvania in which BA operates a Tandem Switch, BA shall permit and enable Mpower to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the Mpower Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{Mpower Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{BA Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA serving Wire Center and the actual point of interconnection for the MPB arrangement.

6.3.16 Mpower shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by Section 4.5.1. Within ten (10) business days of Mpower's delivery of notice to BA, BA and Mpower shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (*e.g.*, 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (*e.g.*, 800/888/877) ("800") calls to the other Party for completion.

6.4.1 When Mpower delivers toll free service access code calls that have been queried to an "800" database to BA for completion

(a) to an IXC:

- (i) Mpower shall provide an appropriate EMI record to BA for processing and Meet Point Billing in accordance with Section 6.3 above; and
 - (ii) Mpower shall bill the IXC the Mpower query charge associated with the call.
- (b) as an IntraLATA call to BA or another LEC that is a toll free service access code service provider in the LATA:
 - (i) Mpower shall provide an appropriate EMI record to the toll free service access code service provider; and
 - (ii) Mpower's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the Mpower query charge, shall be assessed to the toll free service access code service provider; and
 - (iii) BA shall assess applicable Tandem Transit Service charges and associated passthrough charges to Mpower in accordance with Section 7.2.

6.4.2 When BA delivers toll free service access code calls that have been queried to an "800" database, originated by BA's or another LEC's Customers, to Mpower for completion

- (a) when the queried call is a FGD Switched Exchange Access Service call handed off to Mpower, BA shall:
 - (i) bill Mpower the BA query charge associated with the call as specified in Exhibit A; and
 - (ii) bill Mpower BA's applicable Tariffed FGD Switched Exchange Access charges associated with the call.
- (b) where the queried call is an intraLATA call that is handed off to Mpower in CLEC's capacity as a toll free service access code service provider:
 - (i) BA shall bill Mpower the BA query charge associated with the call as specified in Exhibit A; and
 - (ii) BA shall provide an appropriate EMI record to Mpower; and

(iii) BA's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges shall be billed to Mpower as applicable.

6.4.3 BA will not direct unqueried toll free service access code calls to Mpower.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to Mpower-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as Mpower connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

7.1.1 Mpower shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event Mpower exercises such option, Mpower will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow Mpower to route Information Service Traffic originated on its network to BA.

7.1.2 Mpower shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to BA.

7.1.3 BA shall provide to Mpower via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to Mpower's Customers pursuant to the BA's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Mpower shall bill and collect such information services provider charges and remit the amounts collected to BA less:

(a) The Information Services Billing and Collection fee set forth in Exhibit A;
and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in BA's billing and collection agreement with the applicable information services provider;
and

(c) Customer adjustments provided by Mpower.

Mpower shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, Mpower shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between Mpower and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Law to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (*e.g.*, 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 Tandem Transit Traffic Service ("Transit Service")

7.2.1 Transit Service provides Mpower with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.

7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. Mpower shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

7.2.3 Mpower shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits BA's Tandem Office. If Mpower does not enter into and provide notice to BA of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then BA may, at its sole discretion, terminate Transit Service at any time upon thirty (30) days written notice to Mpower.

7.2.4 Mpower shall pay BA for Transit Service that Mpower originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.5 BA will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls.

7.2.6 If or when a third party carrier's Central Office subtends a Mpower Central Office, then Mpower shall offer to BA a service arrangement equivalent or the same as Transit Service provided by BA to Mpower as defined in this Section 7.2 such that BA may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a Mpower Central Office ("Reciprocal Transit Service"). Mpower shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.

7.2.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

7.3 911/E911 Arrangements

7.3.1 Mpower may, at its option, interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which Mpower provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, BA will provide Mpower with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Mpower and BA will negotiate arrangements to connect Mpower to the 911 service.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the Mpower-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.3.3 Within thirty (30) days of its receipt of a request from Mpower and to the extent authorized by the relevant federal, state, and local authorities, BA will provide Mpower with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

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(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem Office(s) in the area in which Mpower plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP") in each county in the area in which Mpower plans to offer Telephone Exchange Service;

(d) a list of BA personnel who currently have responsibility for each county's 911 requirements;

(e) the ten-digit subscriber number for each PSAP or the "main" PSAP that subtends each BA 911/E911 selective router or 911 Tandem Office to which Mpower is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(g) an electronic interface, when available, through which Mpower shall input and provide a daily update of 911/E911 database information related to appropriate Mpower Customers. Until such time as an electronic interface is available, Mpower shall provide BA with all appropriate 911 information such as name, address, and telephone number in writing for BA's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to BA standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any Mpower E911 data entry files containing errors, so that Mpower may ensure the accuracy of the Customer records; and

(i) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable.

7.3.4 BA and Mpower will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of Mpower systems to the 911/E911 platforms.

7.3.5 BA and Mpower will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.6 Mpower will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.3.7 Mpower will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Pennsylvania.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Mpower shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for BA, in all areas where BA and Mpower service areas overlap, and Mpower shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 Mpower will also designate a Routing Point for each assigned NXX code. Mpower shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Mpower's choices regarding the size of the local calling area(s) that Mpower may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation The Parties will work cooperatively to install and maintain a reliable network. Mpower and BA will exchange appropriate information (*e.g.*, maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow BA standard procedures for isolating and clearing the outage or trouble. Mpower and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, *e.g.*, the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

**10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS;
INSTALLATION, MAINTENANCE, TESTING AND REPAIR.**

10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

- (a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard as defined in Bellcore's special report - (Bellcore - ST TAP000191);
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery provision escalations;
- (d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in Sections 4.2.3 and 4.2.4; and
- (e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this Section 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, Mpower shall provide BA a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to BA on an as-needed basis but no less frequently than

semiannually. All forecasts shall comply with the BA CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Mpower-IP’s and BA-IP’s), interface type (*e.g.*, DS1), and trunks in service each year (cumulative).

10.3.1 Initial Forecasts/Trunking Requirements Because BA’s trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom Mpower decides to market its services, BA will be largely dependent on Mpower to provide accurate trunk forecasts for both inbound (from BA) and outbound (from Mpower) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate Local Traffic to Mpower as Mpower provides to terminate Local Traffic to BA, unless Mpower expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks Mpower suggests; provided, however, that in all cases BA’s provision of the forecasted number of trunks to Mpower is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Mpower’s previous forecasts have proven to be reliable and accurate.

10.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Mpower’s suggestion or request pursuant to the procedures identified in Section 10.3.1. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold Mpower financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that Mpower suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold Mpower financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, Mpower may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold Mpower financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.3.3 Reciprocal Responsibility To the extent that BA requires Mpower to install trunks for delivery of traffic to BA, Mpower may apply the same procedures with respect to BA’s trunking requirements.

10.4 Demand Management Forecasts

10.4.1 Mpower will furnish BA with good faith demand management forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products. Such forecasts will describe Mpower's expected needs for service volumes, and timeframes for service deployment, by Wire Center. Mpower agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 below, BA shall offer to Mpower nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.

11.1 BA's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, BA shall provide Mpower access to the following:

- 11.1.1 Loops, as set forth in Section 11.2;
- 11.1.2 The Network Interface Device, as set forth in Section 11.3;
- 11.1.3 Switching Capability, as set forth in Section 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 5.4 and Section 17;
- 11.1.6 Operations Support Systems, as set forth in Section 11.6;
- 11.1.7 Operator Services and Directory Assistance, as set forth in Section 19; and
- 11.1.8 other Network Elements in accordance with Section 11.8 below.

11.2 Loop Transmission Types

Subject to the conditions set forth in Section 11.7, BA shall allow Mpower to access Loops unbundled from local switching and local transport as required by Applicable Law, in

accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:

11.2.1 “2-Wire Analog Voice Grade Loop” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Bell Atlantic TR-72565. If “Customer-Specified Signaling” is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code.

11.2.4 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6 Mbps toward the Customer and up to 640 kbps from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards.

11.2.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities can meet the specifications.

11.2.6 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities can meet the specifications.

11.2.7 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications.

11.2.8 “Digital Designed Loops” are comprised of designed loops that meet specific Mpower requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. “Digital Designed Loops” may include requests for:

- A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- B) a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
- C) a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- F) a 2 W Digital Designed Metallic Loop with BA-placed ISDN loop extension electronics;

11.2.8.1 BA shall make Digital Designed Loops available to Mpower at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.2.8.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.8, Items A-F):

- A. Mpower shall place orders for Digital Designed Loops by delivering to BA a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- B. BA is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by BA for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to Mpower as the process is completed in each Central Office. Mpower must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or

HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. Mpower may use prequalified Loops to offer SDSL or IDSL services, but neither BA's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.

- C. If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, Mpower must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in Exhibit A. In general, BA will complete a manual loop qualification request within three business days, although BA may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- D. If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Mpower may request a manual loop qualification, as described in paragraph B, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- E. If Mpower submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, BA will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If Mpower submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, BA will respond back to Mpower with a "Nonqualified" indicator.
- F. Where Mpower has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if Mpower is already aware of the conditioning required (*e.g.*, where Mpower has previously requested a manual loop qualification), Mpower may submit a service order for a Digital Designed Loop. BA will undertake to condition or extend the Loop in accordance with this Section 11.2.8 upon receipt of Mpower's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.8.3 Mpower acknowledges that Digital Designed Loops are currently being rolled out throughout BA's service territory, including areas where BA may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Mpower, an interval of eighteen (18) business days will be required by BA to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

- A. Three (3) business days will be required following receipt of Mpower's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- B. Upon completion of an Engineering Query, BA will initiate the construction order to perform the changes/modifications to the Loop requested by Mpower. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to BA's standard provisioning intervals.

11.2.8.4 If Mpower requires a change in scheduling, it must contact BA to issue a supplement to the original service order. If Mpower cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Mpower shall compensate BA for an Engineering Work Order charge as set forth in Exhibit A. If Mpower cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Mpower shall compensate BA for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

11.3 Network Interface Device

11.3.1 Subject to the conditions set forth Section 11.7, and at the request of Mpower, BA shall permit Mpower to connect Mpower's Loop to the Inside Wiring of a Customer's premises through the purchase and use of BA's NID in the manner set forth in this Section 11.3 and at the charges set forth in Exhibit A. Mpower must establish the connection to BA's NID through an adjoining network interface device deployed by Mpower. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall Mpower access, remove, disconnect or in any other way rearrange BA's loop facilities [the Network side of the interface] from BA's NIDs, enclosures, or protectors.

11.3.3 In no case shall Mpower access, remove, disconnect or in any other way rearrange a customer's Inside Wire from BA's NIDs, enclosures, or protectors where such customer Inside Wire is used in the provision of ongoing Telecommunication Service to that Customer.

11.3.4 In no case shall Mpower remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

11.3.5 In no case shall Mpower remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

11.3.6 Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

11.3.7 When Mpower is not connecting a Mpower provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the BA NID, Mpower does not need to submit a request to BA and BA shall not charge Mpower for access to the BA NID. In such instances, Mpower shall comply with the provisions of sections 11.3.2 through 11.3.6 and shall access the Customer's Inside Wire in a manner set forth in 11.3.7.1 below.

11.3.7.1 Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), Mpower may access the Customer's Inside Wire, acting as the agent of the end user by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (*i.e.*, Mpower or Mpower's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the BA NID and connect that wire to Mpower's NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Mpower may enter the Customer side of the BA NID enclosure for the purpose of removing the Inside Wire from the terminals of BA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the BA NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the BA NID.

(c) Request BA to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the

requesting party (*i.e.* Mpower, its agent, the building owner or the Customer), as set forth in Exhibit A. If Mpower accesses the Customer's Inside Wire as described in this paragraph (c), time and materials charges will be billed to the requesting party (*i.e.* Mpower, its agent, the building owner or the Customer).

11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, BA shall make available to Mpower the local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.4, at the rates set forth in Exhibit A.

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at Mpower's request, BA shall provide Mpower with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with but only to the extent required by Applicable Law, at the rates set forth in Exhibit A and in BA's applicable Tariffs, if any, as amended from time to time and in accordance with Section 20; provided, however, that BA shall offer unbundled shared IOF only to the extent that Mpower also purchases unbundled local switching capability from BA in accordance with Section 11.4 of this Agreement.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below, BA shall provide Mpower with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by Mpower through such electronic interfaces.

11.7 Limitations on Unbundled Access

11.7.1 The Parties acknowledge that BA is not required by Applicable Law to provide Network Elements or combinations of Network Elements ("Combinations") to Mpower on an unbundled basis until an FCC order prescribing the Network Elements that must be provided by BA pursuant to the Act (an "FCC Remand Order") becomes effective.

11.7.2 Subject to Applicable Law or any provision of this Agreement permitting BA to terminate the provision of Network Elements, BA agrees voluntarily to provide to Mpower, on an unbundled, individual, uncombined basis, the Network Elements identified in this Agreement in accordance with this Agreement until the effective date(s) of an FCC Remand Order.

11.7.3 Upon the effective date(s) of an FCC Remand Order with respect to any particular Network Element, BA's voluntary agreement to provide that Network Element under

Section 11.7.2 shall terminate and, except to the extent the provision of that Network Element is required by Applicable Law, BA may (but shall not be obligated to) terminate the provision of that Network Element (including but not limited to any facility, equipment, feature, function or capability identified in this Agreement as a Network Element).

11.7.4 Nothing contained in this Agreement shall be deemed to constitute agreement by BA that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element BA is required by Applicable Law to provide to Mpower on an unbundled basis.

11.7.5 To the extent BA is required by Applicable Law to provide a Network Element to Mpower in accordance with an FCC Remand Order or the FCC order in CC Docket Nos. 98-147 and 96-98, released December 9, 1999, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be provided in accordance with an applicable Tariff of BA, if any. In the absence of such a Tariff, prior to BA's provision of such Network Element, and upon request, in writing, of either Party, the Parties will negotiate in good faith to amend this Agreement, as necessary, so that this Agreement includes terms, conditions and prices for the required Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) as required by Applicable Law.

11.7.6 Notwithstanding anything to the contrary in this Agreement, BA shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a Combination to Mpower, the terms, conditions and prices for the Combination (including, but not limited to, the non-recurring charge to compensate the providing Party for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in BA's applicable Tariff, if any. In the absence of an applicable Tariff, prior to provision of such Combination and upon request, in writing, of either Party, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.7.7 Nothing contained in this Agreement shall limit BA's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority relating or pertaining to BA's obligations under this Agreement.

11.7.8 BA shall only be required to provide Loops, Ports or interoffice facilities

on an unbundled basis where such facilities are available.

11.7.9 Mpower shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to Mpower's Collocation node by means of a Cross Connection.

11.7.10 BA shall provide Mpower access to its Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if Mpower orders one or more Loops provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a Loop concentrator, BA shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Mpower. If, however, no spare physical Loop is available, BA shall within three (3) Business days of Mpower's request notify Mpower of the lack of available facilities. Mpower may then at its discretion make a Network Element Bona Fide Request to BA to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Mpower may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section.

11.7.11 If as the result of Mpower Customer actions (i.e., Customer Not Ready ("CNR")), BA cannot complete requested work activity when a technician has been dispatched to the Mpower Customer premises, Mpower will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in BA's applicable retail Tariff.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of Mpower and to the extent required by Applicable Law, provide to Mpower access to its Network Elements on an unbundled basis for the provision of Mpower's Telecommunications Service. Any request by Mpower for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Mpower shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

11.8.2 A Network Element obtained by one Party from the other Party under this Section 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 11.8 except as required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to “live” cutovers of BA Customers who are converting their Telephone Exchange Services to Mpower Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loop”s) to be provided by BA to Mpower.

11.9.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Mpower does not request a coordinated cutover, BA will process Mpower’s order as a new installation subject to applicable standard provisioning intervals.

11.9.2 Mpower shall request Analog 2W Loops for coordinated cutover from BA by delivering to BA a valid electronic Local Service Request (“LSR”). BA agrees to accept from Mpower the date and time for the conversion designated on the LSR (“Scheduled Conversion Time”), provided that such designation is within the regularly scheduled operating hours of the BA Regional CLEC Control Center (“RCCC”) and subject to the availability of BA’s work force. In the event that BA’s work force is not available, Mpower and BA shall mutually agree on a New Conversion Time, as defined below. Mpower shall designate the Scheduled Conversion Time subject to BA standard provisioning intervals as stated in the BA CLEC Handbook, as may be revised from time to time. Within two (2) business days of BA’s receipt of such valid LSR, or as otherwise required by Applicable Law, BA shall provide Mpower the firm order commitment (“FOC”) date by which the Analog 2W Loops covered by such LSR will be converted.

11.9.3 Mpower shall provide dial tone at the Mpower Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the “New Conversion Time”); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours’ advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If BA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Mpower; and

(ii) If Mpower requests to reschedule outside the one (1) hour time frame above, Mpower shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If Mpower is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and Mpower will reschedule and, upon request from Mpower, BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Mpower is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If Mpower requires Analog 2W Loops conversions outside of the regularly scheduled BA RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.10 Maintenance of Unbundled Network Elements

If (a) Mpower reports to BA a Customer trouble, (b) Mpower requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA's facilities or equipment in whole or in part, then Mpower shall pay BA a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Mpower is not available at the appointed time. Mpower accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If, as the result of Mpower instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Mpower by BA. If as the result of Mpower instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Mpower by BA. BA agrees to respond to Mpower trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly initiated Telecommunications Carrier.

12.0 RESALE -- SECTIONS 251(b)(1) and 251(c)(4)

12.1 Resale at Retail Rates

BA shall make available to Mpower for resale all Telecommunications Services as described in Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of BA's applicable Tariffs, as may be amended from time to time.

12.2 Resale at Wholesale Rates

BA shall make available to Mpower for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

BA shall make available to Mpower the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by Mpower and at prices, terms and conditions to be negotiated by Mpower and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by Mpower's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 Mpower shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, Mpower shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting Section 12.4.1, Mpower shall not resell (a) residential service to business or other nonresidential Customers of Mpower, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, Mpower shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA discontinues offering.

12.4.3 BA shall not be obligated to offer to Mpower at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Mpower shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

12.4.5 BA may impose additional restrictions on Mpower's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Laws.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, BA shall provide Collocation for the purpose of facilitating Mpower's Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to BA's applicable federal and state Tariffs as amended from time to time.

13.2 [INTENTIONALLY OMITTED]

13.3 In the course of implementing a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide Mpower with the relevant engineering requirements.

13.4 Mpower shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Mpower agrees to provide to BA, upon BA's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Notwithstanding anything else set forth in this Agreement, BA shall provide NP only to the extent required by Applicable Law.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis in all End Offices in Pennsylvania.

14.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B; (3) after Party B has received a letter of agency ("LOA") from the Customer, and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A elects to port its telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported, provided the number(s) have been reserved for the Customer. (Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time.) The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and Party B. Party B may request that Party A port all reserved number(s) assigned to the Customer, or that Party A port only those number(s) listed by Party B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer.

14.2.4 When a Customer of Party A elects to port its telephone number(s) to Party B, Party A shall implement the ten-digit unconditional trigger feature, where available, on the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information

Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Both Parties shall provide updates to the LERG at least forty-five days prior to the deployment date of a new office and/or new NXX. All new offices and NXXs shall be designated as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all LNP capable offices within the applicable LATA.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and Mpower shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs or generally available license agreements.

17.0 DATABASES AND SIGNALING

17.1 Subject to the conditions set forth in Section 11.7, BA shall provide Mpower with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (*e.g.*, 800/888/877) databases, LIDB, and any other necessary databases in accordance with Exhibit A and BA's applicable Tariffs, if any. Mpower shall provide BA with CCS Interconnection required for call routing and completion, and the billing of calls which involve Mpower's Customers, at non-discriminatory rates, terms and conditions in accordance with Section 20.3, provided further that if the Mpower information BA requires to provide such call-related functionalities is resident in a database, Mpower will provide BA with the access and authorization to query Mpower's information in the databases within which it is stored. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, Mpower shall comply with BA's SS7 certification process prior to establishing CCS Interconnection with BA.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (*e.g.*, 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: BA shall charge Mpower in accordance with Exhibit A hereto and applicable Tariffs; Mpower shall charge BA rates equal to the rates BA charges Mpower, unless Mpower's Tariffs for CCS signaling provide for lower generally available rates, in which case Mpower shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case such charges shall apply only to the third party vendor.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to Mpower, or from Mpower to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to the other Party, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number in the case of business Customers, or in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number, or such other time period as may be prescribed by the Commission. The periods for referral may be shorter if a number shortage condition is in effect for a particular NXX code. Upon request of either Party, the Parties shall negotiate in good faith to establish an appropriate rate for Referral Announcements. If the Parties are unable to agree upon a rate within sixty (60) days, the matter will be resolved in accordance with Section 28.9.

18.2 Coordinated Repair Calls

Mpower and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 Mpower and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identified by Party B as the correct provider of service to a Customer that makes a misdirected repair call to Party B, Party B will immediately refer the Customer to the telephone number provided by Party A pursuant to 18.2.3, in a courteous manner and at no charge.

18.2.3 Mpower and BA will provide their respective repair contact numbers to one another.

18.3 Customer Authorization

18.3.1 Without limiting either Party's obligations under Section 27.1, each Party shall comply with the FCC's rules and regulations concerning Customer selection of a primary Telephone Exchange Service provider (47 C.F.R. Pt. 64, Subpart K) when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party (the "Requesting Party") requests the other Party (the "Executing Party") to install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) has not obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any rights or remedies available to the Executing Party under Applicable Law, the Requesting Party shall be liable to the Executing Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and for restoring the Customer's Telecommunications Service to its Customer-authorized condition.

18.3.3 Without limiting Mpower's obligations under Section 27.1, Mpower shall comply with Applicable Law with regard to CPNI, including, but not limited to, 47 U.S.C. § 222, and the FCC rules in 47 CFR Section 64.2001 – Section 64.2009. Mpower shall not access (including, but not limited to, through BA OSS Services), use, or disclose CPNI made available to Mpower by BA pursuant to this Agreement unless Mpower has obtained all Customer authorizations for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing CPNI, Mpower represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. Mpower shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit Mpower's access to and use and/or disclosure of CPNI that is made available by BA to Mpower pursuant to this Agreement to ascertain whether Mpower is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Mpower's access to and use of CPNI that is made available by BA to Mpower pursuant to this Agreement. Mpower shall cooperate and provide all necessary information and documentation in connection with such auditing or monitoring by BA.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to the conditions set forth in Section 11.7, and upon Mpower's written request, BA will provide directory services to Mpower in accordance with the terms set forth herein.

19.1 Listing Information

As used herein, "Listing Information" means a Mpower Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information BA deems necessary for the publication and delivery of directories.

19.2 Listing Information Supply

Mpower shall provide to BA on a regularly scheduled basis, at no charge, and in a format required by BA or by a mutually agreed upon industry standard (*e.g.*, Ordering and Billing Forum developed), all Listing Information for each Mpower Customer whose assigned or ported telephone numbers fall within the geographic area covered by the relevant BA directory. Mpower shall also provide to BA (i) on a daily basis, information showing Mpower Customers who have disconnected or terminated their service with Mpower; and (ii) delivery information for non-listed and non-published Mpower Customers to enable BA to perform its distribution responsibilities. BA shall promptly provide to Mpower, within forty-eight (48) hours of receipt by BA, a query on any listing that is not acceptable.

19.3 Listing Inclusion

BA shall include each Mpower Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by BA in its sole discretion, and shall provide initial distribution of such directories to such Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Mpower's

Customers shall be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Mpower shall pay BA's Tariffed charges for additional and foreign alphabetical listings and other alphabetical services (*e.g.* caption arrangements) for Mpower's Customers. BA shall not require a minimum number of listings per order.

19.4 BA Information

Upon request by Mpower, BA shall make available to Mpower the following information to the extent that BA provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. BA also will make available to Mpower, upon request, a copy of BA's alphabetical listings standards and specifications manual.

19.5 Confidentiality of Listing Information

BA shall accord Mpower Listing Information the same level of confidentiality that BA accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should BA elect to do so, it may use or license Mpower Listing Information for directory publishing, direct marketing, or any other purpose for which BA uses or licenses its own listing information, so long as Mpower Customers are not separately identified as such; and provided further that Mpower may identify those of its Customers who request that their names not be sold for direct marketing purposes, and BA shall honor such requests to the same extent as it does for its own Customers.

19.6 Accuracy

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Mpower Customer listings. At Mpower's request, BA shall provide Mpower with a report of all Mpower Customer listings no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory. BA shall process any corrections made by Mpower with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

19.7 Standards

Mpower shall adhere to all practices, standards, and ethical requirements established by BA with regard to listings. By providing BA with Listing Information, Mpower warrants to BA that Mpower has the right to provide such listings to BA on behalf of its Customers. Mpower shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Mpower agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's publication or dissemination of the Listing Information provided

by Mpower hereunder.

19.8 Liability

BA's liability to Mpower in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by Mpower for such listing. In addition, Mpower agrees to take all reasonable steps, including entering into appropriate contractual provisions with its Customers, to ensure that its and BA's liability to Mpower's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations of liability applicable between BA and its Customers.

19.9 Service Information Pages

BA shall include all Mpower NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Mpower's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when Mpower is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Mpower's request, BA shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Mpower's critical contact information for Mpower's installation, repair and Customer service, as provided by Mpower, and such other essential local service oriented information as agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier in accordance with BA's generally applicable policies. Mpower shall be responsible for providing the necessary information to BA by the applicable close date for each affected directory.

19.10 Directory Publication.

Nothing in this Agreement shall require BA to publish a directory where it would not otherwise do so.

19.11 Directory Assistance (DA) and Operator Services (OS)

19.11.1 Subject to the conditions set forth in Section 11.7 of this Agreement, either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance service, IntraLATA operator call completion services and/or directory assistance database listings. If either Party makes such a request, the Parties shall enter into a Directory Assistance and IntraLATA Operator Services Agreement substantially in the form attached hereto as Exhibit C before the services requested are provided.

19.11.2 Mpower shall arrange at its expense the trunking and other facilities required to transport to and from the designated DA and OS switch locations.

19.12 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.12.1 Either Party may request that the other Party accept and respond to BLV and BLVI requests by operators of the requesting Party. The other Party shall provide the requested BLV and BLVI services in accordance with, and subject to, the rates, terms and conditions set forth in BA's FCC Tariff No. 1 (relating to Line Side verification services to other carriers) or as otherwise may be mutually agreed to in writing by the Parties.

19.12.2 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. A requesting Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the other Party.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.0, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities or arrangements; provided, however, that Mpower may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that Mpower may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.4 Upon request by BA, Mpower shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if Mpower (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to Mpower by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a

voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to Mpower in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law, interest will be paid on any such cash deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Mpower in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. Notwithstanding anything else set forth in this Agreement, if BA makes a request for assurance of payment in accordance with the terms of this Section, then BA shall have no obligation thereafter to perform under this Agreement until such time as Mpower has provided BA with such assurance of payment. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve Mpower from compliance with the requirements of this Agreement (including, without limitation, any applicable Tariffs) as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Mpower shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement (including, without limitation, its obligations set forth in Section 24 hereof) and all insurance and/or bonds required by Applicable Law. At a minimum and without limiting the foregoing covenant, Mpower shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 Mpower shall name BA as an additional insured on the foregoing insurance.

21.3 Mpower shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Wholesale Markets; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Mpower shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance acceptable to BA. Certificates furnished by Mpower or Mpower's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until May 12, 2002 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by May 12, 2001.

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis, for a period not to exceed six (6) months, until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services, facilities and arrangements hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, **NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO,**

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

24.0 INDEMNIFICATION

24.1 BA agrees to indemnify, defend and hold harmless Mpower, Mpower's affiliates, and the directors, officers and employees of Mpower and Mpower's affiliates from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of BA; BA's affiliates, or the directors, officers, employees, agents or contractors of BA or BA's affiliates; or

(b) made, instituted, or asserted by BA's own Customer(s) against Mpower arising out of Mpower's provision of services to BA under this Agreement (except for a Loss as to which Mpower is obligated to indemnify BA under Section 24.2(a)).

24.2 Mpower agrees to indemnify, defend and hold harmless BA, BA's affiliates, and the directors, officers and employees of BA and BA's affiliates from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Mpower, Mpower's affiliates, or the directors, officers, employees, agents or contractors of Mpower or Mpower's affiliates; or

(b) made, instituted, or asserted by Mpower's own Customer(s) against BA, BA's affiliates, or the directors, officers or employees of BA or BA's affiliates arising out of BA's provision of services to Mpower under this Agreement (except for a Loss as to which BA is obligated to indemnify Mpower under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party or other persons who are to be indemnified under Sections 24.1 and 24.2 ("Indemnified Party/Person") under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.4 A Party's obligation to indemnify, defend and hold harmless an Indemnified Party/Person as provided herein shall be conditioned upon the following:

(a) The Indemnified Party/Person shall promptly notify the indemnifying Party of any action taken against the Indemnified Party/Person relating to the indemnification. However, the failure to give such notice shall release the indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party/Person may engage separate legal counsel only at the Indemnified Party/Person's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party/Person, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party/Person, the Indemnified Party/Person shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party/Person against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs and Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant.

(e) The Indemnified Party/Person shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

25.0 LIMITATION OF LIABILITY

25.1 The liability, if any, of either Party to the other Party or to any other person for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate services, facilities or arrangements, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like occurring in the course of furnishing any services, facilities or arrangements hereunder (collectively, "Errors") shall be determined in accordance with the terms of

the applicable Tariff(s) of the providing Party. In the event no legally effective Tariff provision limiting or excluding the liability of the providing Party shall apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the services, facilities or arrangements that are subject to the Errors for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party or to any other person in connection with the provision or use of services, facilities or arrangements offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost revenues, profits or savings, or other commercial or economic loss (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

BA shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 BA shall provide Mpower with the Performance Monitoring Reports described by the FCC Order in the Application of BELL ATLANTIC Corporation, Transferee, For Consent to Transfer Control of BELL ATLANTIC Corporation and its Subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997) ("the FCC Merger Order"), and applicable to Mpower in accordance with the requirements of said FCC Merger Order.

26.2.2 Mpower agrees that the information included in the Performance Monitoring Reports is confidential and proprietary to BA, and shall be used by Mpower solely for internal performance assessment purposes, for purposes of joint Mpower and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA's obligations hereunder. Mpower shall not otherwise disclose this information to third parties.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in BA's reasonable determination is likely to adversely affect BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Mpower hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to Mpower, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, facility, arrangement or benefit, in which event such specified period and/or conditions shall apply.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 BA represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 Mpower represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Mpower represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable Federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable unemployment or workers' compensation acts. Each Party shall have sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the non-performing Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

(a) contains Customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or

(b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as “Confidential” or “Proprietary,” or

(c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be “Confidential” or “Proprietary” (collectively referred to as “Proprietary Information”), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party’s Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party’s Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party’s Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party’s Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent Federal law may apply, Federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other

communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in

a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (*e.g.*, an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Mpower under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to Mpower for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to Mpower, then, as between BA and Mpower, Mpower shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either Mpower or BA with respect to the Tax on BA's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Bell Atlantic:	Tax Administration Bell Atlantic Corporation 1095 Avenue of the Americas Room 3109 New York, NY 10036
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To Mpower:	Accounting Department Attn: Kim Martino MGC Communications, Inc., d/b/a Mpower Communications Corp.
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3301 North Buffalo Drive
Las Vegas, Nevada 89129

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this Section 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item.. The Non-

Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to this Agreement or law or equity.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered

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by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Mpower:

Legal Department
Attn: Marilyn Ash
MGC Communications, Inc., d/b/a Mpower Communications Corp.
171 Sully's Trail, Suite 202
Pittsford, New York 14534
Facsimile: 716-218-0165

To BA:

Director - Interconnection Services
Bell Atlantic Wholesale Markets
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/395-7600

with copies to:

General Counsel
Bell Atlantic - Pennsylvania, Inc.
Attn: General Counsel
37th Floor
1717 Arch Street
Philadelphia, PA 19103

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Section 252(i) Obligations

28.11.1 the extent required under Applicable Law, each Party shall comply with the requirements of Section 252(i) of the Act.

28.11.2 To the extent that the exercise by Mpower of any rights it may have under such Section 252(i) results in the rearrangement of facilities by BA, Mpower shall be solely liable for all costs associated therewith.

28.11.3 If Mpower wishes to exercise any rights it may have under Section 252(i), Mpower shall provide written notice thereof to BA. Upon BA's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the Interconnection, service, or Network Element that Mpower has elected to adopt as are set forth in the interconnection agreement under which Mpower has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such Interconnection, service, or Network Element that has been adopted by Mpower, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law.

28.12 Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.13 No Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.14 No Licenses

28.14.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system,

or the use of any software, or the performance of any service or method, or the provision of any service, facility or arrangement by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.14.4 Mpower agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. Mpower acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Mpower.

28.15 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Mpower's ability to provide service using certain technologies. Nothing in this Agreement shall limit BA's ability to modify its network through the incorporation of new equipment, new software or otherwise. Mpower shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter

hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. Notwithstanding the preceding sentence, either Party may add or delete Tariffs, or change its Tariffs, at any time without the consent of the other Party. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.20 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.21 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in connection with the sale of products and services, or in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of its company, products and services by the other Party.

Any violation of this section 28.21 shall be considered a material breach of this Agreement.

28.22 Cooperation With Law Enforcement

BA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by BA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the

installation of wiretaps, trap-or-trace devices and pen registers. BA shall not have the obligation to inform the Customers of Mpower of such law enforcement requests, except to the extent required by Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. BA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by BA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

28.23 CLEC Certification

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Mpower has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Pennsylvania as a local exchange carrier.

28.24 Severability

In the event that any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

Mpower - BELL ATLANTIC Interconnection Agreement for Pennsylvania

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

MPOWER COMMUNICATIONS CORP.

BELL ATLANTIC -PENNSYLVANIA, INC.

By:_____

By:_____

Printed:_____

Printed:_____

Title:_____

Title:_____

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

Pennsylvania RESIDENTIAL SERVICES

BA-IP**	Mpower-IP	Mpower Intended Implementation Date
	TBD	

** BA-IP(s) shall be either the BA Tandem or the BA End Office.

Pennsylvania BUSINESS SERVICES

BA-IP***	Mpower-IP	Mpower Intended Implementation Date
	TBD	

*** BA-IP(s) shall be either the BA Tandem or the BA End Office.

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Mpower, at the Mpower-IP in LATA in which the Traffic is to terminate.

(b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

(a) Mpower, at the Mpower-IP in which the Traffic is to terminate.

(b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on Mpower's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the Mpower Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA operator services Tandem Office.

6. For Operator Services (call completion) traffic, at the applicable BA operator services Tandem Office.

7. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

8. For SS7 signaling originated by:

(a) Mpower, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA 905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating MpowerWire Center is located, over a CCSAC link. Alternatively, Mpower may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database (“LIDB”) inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Mpower may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

SCHEDULE 5.6

APPLICABLE FACTORS

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	Mpower	ALL	0	95
Mpower	BA	ALL	10	80

CUSTOMER: Mpower

STATE: Pennsylvania

BILLING CONTACT NAME: Network Costing – Attn: Debra Willenberg
MGC Communications, Inc., d/b/a Mpower Communications Corp.
3301 North Bufalo Drive
Las Vegas, Nevada 89129

Mpower ACNA to be used when ordering Interconnections Trunks: NVE
Mpower CIC to be used when ordering Interconnection Trunks: 5642

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from Mpower Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Mpower
Local Switching	Mpower
Interconnection Charge	Mpower
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from Mpower Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Mpower
Local Switching	Mpower
Interconnection Charge	Mpower
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

SCHEDULE 11.4

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (*e.g.* line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to BA's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

BA shall offer, as an optional chargeable feature, daily usage tapes. Mpower may request activation or deactivation of features on a per-port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order. Mpower may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which BA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. BA shall develop and provide these requested services where technically feasible with the agreement of Mpower to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Tandem Switching

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA Access Tandem for the purpose of routing a call or calls.

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. BA OSS SERVICES

1.1 Definitions

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 “BA Operations Support Systems” means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “BA OSS Services” means access to BA Operations Support Systems functions. The term “BA OSS Services” includes, but is not limited to: (a) BA’s provision of Mpower Usage Information to Mpower pursuant to Section 1.3 below; and, (b) “BA OSS Information”, as defined in Section 1.1.4 below.

1.1.3 “BA OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by BA to provide BA OSS Services to Mpower.

1.1.4 “BA OSS Information” means any information accessed by, or disclosed or provided to, Mpower through or as a part of BA OSS Services. The term “BA OSS Information” includes, but is not limited to: (a) any Customer Information related to a BA Customer or a Mpower Customer accessed by, or disclosed or provided to, Mpower through or as a part of BA OSS Services; and, (b) any Mpower Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Mpower.

1.1.5 “BA Retail Telecommunications Service” means any Telecommunications Service that Bell Atlantic provides at retail to subscribers that are not Telecommunications Carriers. The term “BA Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by BA.

1.1.6 “Mpower Usage Information” means the usage information for a BA Retail Telecommunications Service purchased by Mpower under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 BA OSS Services

1.2.1 Upon request by Mpower, BA shall provide to Mpower, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), BA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of Mpower.

1.3 Mpower Usage Information

1.3.1 Upon request by Mpower, BA shall provide to Mpower, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Mpower Usage Information.

1.3.2 Mpower Usage Information will be available to Mpower through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 Mpower Usage Information will be provided in a Bellcore Exchange Message Records (“EMI”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by BA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Mpower Usage Information will be provided to Mpower shall be determined by BA.

1.4 Access to and Use of BA OSS Facilities

1.4.1 BA OSS Facilities may be accessed and used by Mpower only to the extent necessary for Mpower’s access to and use of BA OSS Services pursuant to the Agreement.

1.4.2 BA OSS Facilities may be accessed and used by Mpower only to provide Telecommunications Services to Mpower Customers.

1.4.3 Mpower shall restrict access to and use of BA OSS Facilities to Mpower. This Schedule

12.3 does not grant to Mpower any right or license to grant sublicenses to other persons, or permission to other persons (except Mpower's employees, agents and contractors, in accordance with Section 1.4.7 below), to access or use BA OSS Facilities.

1.4.4 Mpower shall not (a) alter, modify or damage the BA OSS Facilities (including, but not limited to, BA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the BA OSS Facilities, or (c) obtain access through BA OSS Facilities to BA databases, facilities, equipment, software, or systems, which are not offered for Mpower's use under this Schedule 12.3.

1.4.5 Mpower shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes).

1.4.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by Mpower only in connection with Mpower's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by Mpower as Confidential Information of BA pursuant to Section 28.4 of the Agreement; and, (d) shall be destroyed or returned by Mpower to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.4.7 Mpower's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for Mpower's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by Mpower's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 28.4 thereof and Sections 1.5.6 and 1.5.3.3 of this Schedule 12.3.

1.5 BA OSS Information

1.5.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to Mpower a non-exclusive license to use BA OSS Information.

1.5.2 All BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, Mpower shall acquire no rights in or to any BA OSS Information.

1.5.3.1 The provisions of this Section 1.5.3 shall apply to all BA OSS Information, except (a) Mpower Usage Information, (b) CPNI of Mpower, and (c) CPNI of a BA Customer or a Mpower Customer, to the extent the Customer has authorized Mpower to use the Customer Information.

1.5.3.2 BA OSS Information may be accessed and used by Mpower only to provide Telecommunications Services to Mpower Customers.

1.5.3.3 Mpower shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential"

or “Proprietary” as Confidential Information of BA pursuant to Section 28.4 of the Agreement.

1.5.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to Mpower any right or license to grant sublicenses to other persons, or permission to other persons (except Mpower’s employees, agents or contractors, in accordance with Section 1.5.3.5 below, to access, use or disclose BA OSS Information.

1.5.3.5 Mpower’s employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for Mpower’s access to, and use and disclosure of, BA OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, BA OSS Information by Mpower’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 28.4 of the Agreement and Section 1.5.3.3 above.

1.5.3.6 Mpower’s license to use BA OSS Information shall expire upon the earliest of: (a) the time when the BA OSS Information is no longer needed by Mpower to provide Telecommunications Services to Mpower Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.5.3.7 All BA OSS Information received by Mpower shall be destroyed or returned by Mpower to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, Section 22.3 of the Agreement and Section 1.6.1 below), Mpower’s access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.5.5.1 Without in any way limiting Section 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit Mpower to ascertain whether Mpower is complying with the requirements of Applicable Law and this Agreement with regard to Mpower’s access to, and use and disclosure of, BA OSS Information.

1.5.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Mpower’s access to and use of BA OSS Information which is made available by BA to Mpower pursuant to this Agreement, to ascertain whether Mpower is complying with the requirements of Applicable Law and this Agreement, with regard to Mpower’s access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Mpower’s access to and use of BA OSS Information which is made available by BA to Mpower through BA OSS Facilities.

1.5.5.3 Information obtained by BA pursuant to this Section 1.5.5 shall be treated by BA as Confidential Information of Mpower pursuant to Section 28.4 of the Agreement; provided that,

BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.5.5 to enforce BA's rights under the Agreement or Applicable Law.

1.5.6 Mpower acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.6 Liabilities and Remedies

1.6.1 Any breach by Mpower, or Mpower's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5 above shall be deemed a material breach of the Agreement. In addition, if Mpower or an employee, agent or contractor of Mpower at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from BA, then, except as otherwise required by Applicable Law, BA shall have the right, upon notice to Mpower, to suspend the license to use BA OSS Information granted by Section 1.5.1 above and/or the provision of BA OSS Services, in whole or in part.

1.6.2 Mpower agrees that BA would be irreparably injured by a breach of Sections 1.4 or 1.5 above by Mpower or the employees, agents or contractors of Mpower, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.7 Relation to Applicable Law

The provisions of Sections 1.4, 1.5 and 1.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.8 Cooperation

Mpower, at Mpower's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.8.1 Upon request by BA, Mpower shall by no later than the fifteenth (15th) day of each calendar month submit to BA reasonable, good faith estimates (by central office or other BA office or geographic area designated by BA) of the volume of each BA Retail Telecommunications Service for which Mpower anticipates submitting orders in each week of the next calendar month.

1.8.2 Upon request by BA, Mpower shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that Mpower anticipates.

1.8.3 Mpower shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.8.4 Mpower shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.9 BA Access to Information Related to Mpower Customers

1.9.1 BA shall have the right to access, use and disclose information related to Mpower Customers that is in BA's possession (including, but not limited to, in BA OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Mpower Customer in the manner required by Applicable Law.

1.9.2 Upon request by BA, Mpower shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to Mpower's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit BA to obtain information related to Mpower Customers (as authorized by the applicable Mpower Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2. BELL ATLANTIC PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to Mpower prior to, or in lieu of, BA's provision of the BA OSS Service to Mpower. The term "BA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for BA Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the BA Pre-OSS Services that will be offered by BA shall be as determined by BA and BA shall have the right to change BA Pre-OSS Services, from time-to-time, without the consent of Mpower.

2.3 Subject to the requirements of Applicable Law, the prices for BA Pre-OSS Services shall be as determined by BA and shall be subject to change by BA from time-to-time.

2.4 The provisions of Sections 1.4 through 1.8 above shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.4 through 1.8 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.4 through 1.8 above to BA OSS Information shall be deemed to include information made

available to Mpower through BA Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in BA's Tariffs or, in the absence of an applicable BA Tariff price, in Exhibit A or, if not set forth in either, as may be determined by BA from time to time. If BA at any time offers another resale support service the prices for which are not stated in BA's Tariffs or Exhibit A, BA shall have the right to revise Exhibit A to add such prices.

EXHIBIT A

BELL ATLANTIC - PENNSYLVANIA, INC. and Mpower

DETAILED SCHEDULE OF ITEMIZED CHARGES

A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:¹

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Call Termination²		
Traffic Delivered at BA End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at BA Tandem	\$.002814/MOU	Not Applicable

¹ Unless a citation is provided to a generally applicable BA tariff, all listed rates and services are available only to Mpower when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. BA rates and services for use by Mpower in the carriage of Toll Traffic shall be subject to BA's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

² See note 9 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****II. Unbundled Transport****A. Dedicated Transport**

Voice Grade/DS-0

\$9.75/Month &
\$.03/Mile/MonthVoice Grade/DS-0,
DS-1, DS-3 & DDS:
\$1.06/Service Order,
\$357.97/Initial
Facility &
\$24.29/Additional
Facility (if purchased
when initial facility
ordered)

DS-1

\$35.22/Month &
\$.60/Mile/Month

DS-3

\$489.55/Month &
\$16.94/Mile/Month

DDS

\$10.10/Month &
\$.03/Mile /Month**B. Common Transport**

Tandem Switching

\$.000795/MOU

Not Applicable

Transport Fixed

\$.000144/MOU

Not Applicable

Transport Per Mile

\$.000003/MOU

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
II. Unbundled Transport (Continued)		
C. Entrance Facilities		
		<u>All:</u> \$1.06/Service Order plus installation charges for each initial and additional facility purchased at the time of order:
2Wire Voice Grade Channel Termination	\$14.50/Month	\$503.05/Initial & \$292.96/Additional
4Wire Voice Grade Channel Termination	\$29.17/Month	\$504.74/Initial & \$293.52/Additional
DS-1 to Voice Grade Multiplexing	\$73.28/Month	\$554.67/Initial & \$554.67/Additional
DS-1 Channel Termination	\$156.05/Month	\$676.43/Initial & \$335.87/Additional
DS-3 to DS-1 Multiplexing	\$242.57/Month	\$554.67/Initial & \$554.67/Additional
DS-3 Channel Termination	\$975.90/Month	\$676.43/Initial & \$335.87/Additional
D. Digital Cross-Connect System		
Service Establishment	Not Applicable	\$1913.61
Database Modification	Not Applicable	\$150.48/Modification Request
Reconfiguration by BA personnel	Not Applicable	\$32.37 Programming Charge/Half Hour
DS-0 Cross-Connect	\$20.55/Port/Month	\$26.48/Port
DS-1 Cross-Connect	\$72.10/Port/Month	\$33.11/Port

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****II. Unbundled Transport (Continued)****E. Mid-span meet arrangements**

To be charged in accordance with the requirements of Section 4.3 of the Agreement

F. Tandem Transit arrangements for Local Traffic between Mpower and carriers other than Bell Atlantic that subtend a Bell Atlantic Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching	\$.000795/MOU	Per Section II. above and V., as applicable
Switched Transport	\$.000152/MOU	
	\$.000004/MOU/Mile	

III. Unbundled Switching³**A. Local Switching Ports**

POTS/PBX/Centrex	\$2.67/Port/Month	\$1.06/Service Order Per Port:
Rates per port, per month, with all vertical features except:	\$1.90/Port/Month	\$3.01/Installation \$1.34/Disconnect
3-Way Calling	\$.52/Month	
Centrex Intercom	\$.45/Month	
Custom Ringing	\$.16/Month	
Calling Number Delivery Block	\$.002/Call	
ISDN (BRI)	\$9.74Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect

³ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
ISDN (PRI)	\$128.53/Port/Month	\$1.06/Service Order Per Port: \$114.73/Installation \$1.34/Disconnect
Public/Semi-Public	\$3.30/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
DID	\$5.58/Port/Month	\$1.06/ Service Order Per Port: \$700.41/Installation \$1.32/Disconnect
Switched DS1	\$92.70/Port/Month	\$1.06/Service Order
IDLC Analog	\$382.70	Per Port:
UPALP (Unbundled Public Access Line)	\$2.50	\$3.01/Installation
UCP (Unbundled Coin)	\$3.70	\$1.34/Disconnect
SMDI	\$206.95	\$1.06/Service Order Per Port: \$700.41/Installation \$1.34/Disconnect
B. Tandem Switching Usage	\$\$.000795/MOU	Not Applicable
C. Local Switching Usage		
Originating With Vertical Features	\$\$.001802/MOU	Not Applicable
Terminating With Vertical Features	\$\$.001615/MOU	Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring
Charge:**

D. Trunk Ports

End Office (Dedicated)

\$87.81

\$1.06/Service Order

Tandem

\$214.57

Initial facility

\$357.97

Additional facility

(when ordered at time
of Initial Facility)

\$24.29

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**IV. Unbundled Loops⁴

POTS (Analog 2-Wire)

Density Cell:

1 - \$10.65/Month

2 - \$11.20/Month

3 - \$14.75/Month

4 - \$17.75/Month

Service Order: \$1.06Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

⁴ All rates and/or rate structures set forth herein, that are marked with an asterisk (*), shall be interim rates and/or rate structures. These rates and/or rate structures shall be considered interim in nature, until they have been replaced or made effective on a prospective basis by such rates and/or rate structures as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal. If the Commission, should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission, shall supersede those shown in Exhibit A.

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

ISDN

Density Cell:

1 - \$12.17/Month

2 - \$12.65/Month

3 - \$16.24/Month

4 - \$19.00/Month

Service Order: \$1.06Installation:

If premises visit not required - \$13.06 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$77.71, initial loop; \$32.91, additional loop

Disconnect:

\$1.34 per loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

Customer Specified Signaling - 2 Wire

Density Cell:

1 - \$10.65/Month

2 - \$11.20/Month

3 - \$14.75/Month

4 - \$17.75/Month

Service Order: \$1.06

Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

Customer Specified Signaling - 4 Wire

Density Cell:

1 - \$20.71/Month

2 - \$23.23/Month

3 - \$30.22/Month

4 - \$34.92/Month

Service Order: \$1.06

Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

DS1

Density Cell:

1 - \$122.50/Month

2 - \$122.81/Month

3 - \$154.26/Month

4 - \$193.91/Month

Service Order: \$1.06**Installation:**

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:⁵

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

⁵ Coordinated Cutover not available with HDSL Loops or Digital Designed Loops

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

2 Wire ADSL and 2 Wire HDSL Loops

Density Cell:

1 - \$10.65*/Month

2 - \$11.20*/Month

3 - \$14.75*/Month

4 - \$17.75*/Month

Service Order: \$1.06*

Installation:

If premises visit not required - \$13.06* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$77.71*, initial loop; \$32.91*, additional loop

Disconnect:

\$1.34* per loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

4 Wire HDSL Loops

Density Cell:

1 - \$122.50*/Month

2 - \$122.81*/Month

3 - \$154.26*/Month

4 - \$193.91*/Month

Service Order: \$1.06***Installation:**

If premises visit not required - \$3.01* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66*, initial loop; \$22.86*, additional loop

Disconnect:

\$1.34* per loop

Coordinated Cutover:⁶

If premises visit not required - \$3.28* per order

If premises visit required - \$12.25* per order

Designed Circuit:

\$41.42* per order

Standard Digital Loop

All:

\$.70/ Mechanized Loop Qualification per Loop Provisioned

All:

\$55.55/ Manual Loop Qualification per Loop Request

2 Wire ADSL compatible Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

2 Wire ADSL compatible Loops (up to 18,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

2 Wire HDSL compatible Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

4 Wire HDSL compatible Loops (up to 12,000 feet)

See rates for 4 Wire HDSL Loops as set forth above

⁶ Coordinated Cutover not available with HDSL Loops or Digital Designed Loops

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

Digital Designed Loop

2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$398.67*

Removal of one Bridged Tap per Request

\$902.70*

Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$116.50*

Engineering Query

\$78.79*

Engineering Work Order Charge

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$398.67*

Removal of one Bridged Tap per Request

\$902.70*

Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$116.50*

Engineering Query

\$78.79*

Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop (18,000 up to 30,000 Feet) Non-loaded with Bridged Tap options

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

		\$1,406.73*	Required Removal of Load Coils (up to 21,000 feet)
		\$1,742.75*	Required removal of Load Coils (up to 27,000 feet)
		\$398.67*	Removal of one Bridged Tap per Request
		\$970.78*	Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$116.50*	Engineering Query
		\$78.79*	Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	\$1,406.73*	Required Removal of Load Coils (up to 21,000 feet)
		\$1,742.75*	Required Removal of Load Coils (up to 27,000 feet)
		\$398.67*	Removal of one Bridged Tap per Request

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

		\$970.78* Removal of Multiple Bridged Taps per Loop per Request
		\$970.78* Addition of Range Electronics
		\$116.50* Engineering Query
		\$78.79* Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	\$398.67* Removal of one Bridged Tap per Request
		\$970.78* Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$116.50* Engineering Query
		\$78.79* Engineering Work Order Charge
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above	\$398.67* Removal of one Bridged Tap per Request
		\$970.78* Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:**

\$116.50*
Engineering Query

\$78.79*
Engineering Work
Order Charge

V. Collocation Cross-Connection

As Applicable Per BA PA PUC No. 218 as
amended from time to time

VI. Time and Materials

Special Construction

As applicable per
BA-PA PUC 1 sec. 9

Service Technician (service work on
unbundled loops outside of the Central
Office)

Not Applicable

\$1.06/Service Order
\$25.56/Premises Visit
\$12.25 Labor Charge/
Quarter Hour After
First Quarter Hour

Central Office Technician

Not Applicable

\$1.06/Service Order
\$10.54 Labor Charge/
Quarter Hour or
Fraction Thereof

VII. Signaling and Databases**A. STP Port**

Termination

\$604.28/Month

\$95.29/Port

Access

\$.43/Mile/Month

\$1.06/Service Order
\$277.36/Initial
Facility &
\$24.29/Additional
Facility
\$1.34/ Disconnect/
Link

B. 800/888/877 Database

Basic Query

\$.000817/Query

Not Applicable

Vertical Query

\$.000324/Query

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
C. LIDB Validation		
LIDB Point Codes	Not Applicable	\$86.87/Point Code
Calling Card	\$.015620/Query	Not Applicable
Billed Number Screening	\$.015620/Query	Not Applicable
Storage of Mpower's Data in LIDB Database	Not Applicable	\$1,487.64 Service Establishment
D. AIN Service Creation (ASC) Service		
1. Developmental Charges		
Service Establishment	Not Applicable	\$894.74
Service Creation Access Port	\$113.97/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$1,218.44/Day	Not Applicable
b. On-Premise	\$1,218.44/Day	Not Applicable
Certification & Testing	\$78.00/Hour	Not Applicable
Help Desk Support	\$82.55/Hour	Not Applicable
2. Service Charges		
Subscription Charge	\$5.25/Month	Not Applicable
Database Queries		
a. Network Query	\$.0006/Query	Not Applicable
b. Mpower Network Query	\$.0006/Query	Not Applicable
c. Mpower Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.0009/Query	Not Applicable
b. Office Based	\$.0009/Query	Not Applicable
Utilization Element	\$.0003/Query	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	\$8.48/Service Activated/Line
b. Mpower Network Service Activation	Not Applicable	\$8.48/Service Activated/Line
c. Mpower Switch Service Activation	Not Applicable	\$8.48/Service Activated/Line
Service Modification		

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
DTMF Update	\$.09/Occurrence	Not Applicable
Switch Based Announcement	\$.004/Announcement	Not Applicable

VIII. Directory Listings & Books

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to BA-PA end user business customers for which no specific charge applies.	Not Applicable	Not Applicable
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Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)	Retail rates less wholesale discount. For retail rates see BA-PA tariff No. 1 sec. 5.B.
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Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to Mpower per separate arrangement
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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
IX. Operator Services/Directory Assistance		
Direct Access	\$.0335/Query	\$31,318.10/Link & \$15,390.10 Service Establishment
Directory Assistance	\$.3663/Call	Not Applicable
Directory Transport		
Tandem Switching	\$.000693/Call	Not Applicable
Tandem Switched Transport	\$.000125/Call & \$.000003/Mile/Call	Not Applicable
Operator Services - Live	\$.01289/Operator Work Second	Not Applicable
Operator Services - Automated	\$.00149/Automated Work Second	Not Applicable
Branding for Directory Assistance and/or Operator Services	Not Applicable	\$1,375.00/Message
Carrier-to-Carrier LSV/VCI Requests	\$.01289/Operator Work Second	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
X. Access to Operation Support Systems		
A. Pre-Ordering	\$.23/Query	Not Applicable
B. Ordering	\$3.35/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
1. ECG Access	\$.23/Query	Not Applicable
2. EB/OSI Access	\$1.17/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	\$249.56/CD-ROM	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000261/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$17.34/Tape	\$62.13/Programming Hour
Network Data Mover	\$.000095/Message	Not Applicable
CMD5	\$.000095/Message	\$62.13/Programming Hour
c. DUF Transport		
9.6 kb Communications Port	\$10.37/Month	\$7,527.00/Port
56 kb Communications Port	\$28.63/Month	\$31,149.87/Port
256 kb Communications Port	\$28.63/Month	\$51,854.42/Port
T1 Communications Port	\$363.64/Month	\$185,031.55/Port
Line Installation	Not Applicable	\$62.13/Programming Hour/Port
Port Set-up	Not Applicable	\$9.97/Port
Network Control Programming Coding	Not Applicable	\$62.13/Programming Hour/Port
XI. Exchange Access Service		
Interstate	Per BA-FCC tariff number 1, as amended from time to time	
Intrastate	Per BA-PA tariff number 302, as amended from time to time	

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****XII. Number Portability**

Service Provider Number Portability
Database Service

Service Provider Number Portability Database
Service shall be charged at rates found in the
BA-FCC Tariff No. 1 as amended from time
to time

XIII. 911/E911

Transport

Access pass-
through to
number
portability
purchaser

Per section II above.

Data Entry and Maintenance

No Charge

XIV. Poles Conduits & ROW

Per contract rates pursuant to 47 U.S.C. sec.
224 and Pa P.U.C. No. 303

Illustrative:

Duct: \$5.45/Foot/Year

Pole: \$3.98/Attachment/Year

XV. Network Interface Device (NID)

\$.64/Month

Not Applicable

**XVI. Access to Telephone Numbers (NXX
codes issued per ICCF Code Administration
Guidelines)**

No Charge

XVII. Local Dialing Parity

No Charge

XVIII. Customized Routing

To Reseller Platform

\$.13769/Line/Month

\$3.89/Line

To BA Platform for Re-Branding

\$.068849/Call

\$3.89/Line

Customized Routing Transport

Per section II above.

Service or Element Description:

Recurring Charges:

**Non-Recurring
Charge:**

XIX. Wholesale Discount for Resale of Retail Telecommunications Services⁷

⁷ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a “bottom-of-the-bill” discount rate and will utilize a “true-up”

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
Resale of retail services if Mpower provides own operator services platform	20.69%	
Resale of retail services if Mpower uses Bell Atlantic operator services platform	18.43%	
Pennsylvania Gross Receipts Tax Discount	Discount as per BA-PA PUC 1 sec. 1.8.1 tariff as amended from time to time	

process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

B. Mpower SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Call Termination⁸		
Traffic Delivered at End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at Tandem	\$.002814MOU	Not Applicable
II. Number Portability		
Permanent	Per permanent funding mechanism when established.	
III. Exchange Access Service		
Interstate	Per Mpower FCC exchange access tariff as amended from time to time.	
Intrastate	Per Mpower PA tariff exchange access tariff as amended from time to time.	
IV. Local Dialing Parity		No Charge
V. All Other Mpower Services Available to BA for Purposes of Effectuating Local Exchange Competition	Available at Mpower's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to Mpower.	
VI. Other Services		
Information Service Billing Fee	\$.03/Call	No Charge

⁸ See note 9 regarding measurement and calculation of local traffic termination charges.

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9 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

- (a) Traffic delivered to BA Access Tandem: \$.001723 per mou.
- (b) Traffic delivered directly to terminating BA End Office: \$.002814 per mou.

B. Charges by Mpower

1. Single-tiered interconnection structure:

Mpower's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Access Tandem Minutes = Total minutes of use of Local Traffic delivered by Mpower to BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by Mpower directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by Mpower to BA for most recent billed quarter.

Mpower Charge at the Mpower-IP =

$$\frac{(\text{Access Tandem Minutes} \times \$0.001723) + (\text{End Office Minutes} \times \$0.002814)}{\text{Total Minutes}}$$

For the first year after the Effective Date, the Mpower charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to BA End Offices and to BA Access Tandems.

2. Multiple-tiered interconnection structure (if offered by Mpower to any carrier)

- (a) Local Traffic delivered to Mpower Access Tandem: \$.001723
- (b) Local Traffic delivered to terminating Mpower End Office/node: \$.002814

C. Miscellaneous Notes

- 1. The Mpower termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the Mpower-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to Mpower under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single Mpower termination rate is also intended to provide financial incentives to Mpower to deliver traffic directly to BA's terminating End Offices once Mpower's traffic volumes reach an appropriate threshold.

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act .

Mpower - BELL ATLANTIC Interconnection Agreement for Pennsylvania
**DIRECTORY ASSISTANCE AND INTRALATA
OPERATOR SERVICES AGREEMENT FOR COMPETITIVE LOCAL
EXCHANGE CARRIERS**

THIS AGREEMENT is made, effective this ____ day of _____ 19____, by and between **Bell Atlantic – Network Services, Inc.**, (hereinafter referred to as “Bell Atlantic”), a Delaware corporation, with offices at 1320 North Court House Road, Arlington, Virginia 22201, and _____, hereinafter referred to as “Carrier”, a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the use of and payment for Directory Assistance (DA) Service and IntraLATA Operator Service (hereinafter collectively referred to as “Services”) to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for Carrier’s local exchange customers in the _____ LATA(s) or exchanges described in Appendix B, for the service areas in which Bell Atlantic operates as a local exchange carrier.

1.2 Term The initial term of this Agreement shall be one (1) year and commence as of 12:01 a.m. on the date first written above. At the end of this initial term, or any subsequent renewal term, this Agreement shall automatically renew for an additional period of one (1) year unless either party provides written notice to the other of its intent to terminate at least three (3) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of the provisioning of telephone number listings by Bell Atlantic operators in response to calls from Carrier’s local exchange customers located in the LATA(s) designated in Section 1.1.

b) A maximum of two requests for telephone numbers will be accepted per DA call. A “DA call” as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The listings that will be available to Carrier’s customers are those telephone numbers that are listed in Bell Atlantic’s DA records for the LATA(s) or service areas, in which Bell Atlantic operates as a local exchange carrier, designated in Section 1.1.

2.2 IntraLATA Operator Services (OS) IntraLATA Operator Services consist of the

Mpower - BELL ATLANTIC Interconnection Agreement for Pennsylvania
live and automated processing of local and IntraLATA toll call completion operator services specified in Appendix B. These include the processing of collect, card and bill-to-third party calls; busy line verification; customer requested interrupt; and other assistance to Carrier's local exchange customers located in the LATA(s) or service areas, in which Bell Atlantic operates as a local exchange carrier, designated in Section 1.1.

2.3 Customized Branding Customized Branding is a service that permits the Carrier to deliver a customized announcement to its callers, identifying the Carrier as the customer service provider. Carrier shall provide the information and materials needed for the recorded announcement, as specified by Bell Atlantic. Customized Branding may also require that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or Operator Services switch locations.

2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMR records for use in the billing of Carrier's end users for Services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation.

2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C, as well as a fully completed Technical Questionnaire, will be furnished by Carrier within forty-five (45) days following the effective date of this Agreement. Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

3.2 Test Date Bell Atlantic and Carrier will arrange for joint testing of Service(s) for Carrier's local exchange customer in the LATA(s) designated in Section 1.1. This Test Date will occur within ninety (90) days after Carrier has provided a complete and accurate

3.3 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) are available to all of Carrier's local exchange customers in the LATA(s) designated in Section 1.1.

3.4 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such equipment and related facilities as may be necessary to perform the Services under this Agreement, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C, and any changes in such information, in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, collocation, and signaling arrangements as required by Bell Atlantic to provide Services to Carrier, including but not limited to, the transportation of DA/OS traffic to the Bell Atlantic designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport and that Carrier obtains from Bell Atlantic to deliver Carrier's calls to and from Bell Atlantic shall be provided pursuant to the applicable tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Directory Assistance and Operator Services Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under such tariffs or other contractual arrangements.

b) Carrier shall specify the number of trunks required for Services. Carrier must provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in a designated location.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved the rates under which Bell Atlantic is required to provide Services to competitive local exchange carriers (hereinafter referred to as “CLEC rates”), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carrier.

5.3 Billing Disagreements Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. Billing disputes will be resolved by the method specified in the Interconnection Agreement between Bell Atlantic and Carrier.

5.4 Taxes The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

5.5 Carrier’s Customers Carrier shall be responsible for all contacts and arrangements with its customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier’s customers.

6. DEFAULTS AND REMEDIES

6.1 Defaults If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.

6.2 Carrier Remedies In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall pay Carrier for Carrier’s direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.

6.3 Discontinuance by Carrier

a) If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the sum of twenty-five thousand dollars (\$25,000) per discontinued service for each affected LATA. This will not apply in the event Operator Services or Directory Assistance is already being provided to Carrier in areas designated in Section 1.1.

b) In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to provide Services, Carrier shall pay Bell Atlantic an amount equal to the average monthly charges for the six-month period immediately preceding the discontinuance multiplied by the number of months remaining in the then-current term. If Services have been provided for a period of less than six months, Carrier shall pay the charges for the month with the highest usage multiplied by the number of months remaining in the then-current term.

6.4 Other Remedies THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless (a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, (b) has been or is subsequently made public by the disclosing party, or (c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

7.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as "Proprietary" and/or "Confidential" and, if oral, shall be

Mpower - BELL ATLANTIC Interconnection Agreement for Pennsylvania identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

8.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic's employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

9. GENERAL CONDITIONS

9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party.

9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the State in which the DA/Call Completion service is provided.

9.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

9.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may either: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part

Mpower - BELL ATLANTIC Interconnection Agreement for Pennsylvania thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

9.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

9.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, or nationally recognized courier service:

For Bell Atlantic: _____

For Carrier: _____

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

9.7 Publicity Bell Atlantic and Carrier agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks, unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic provides directory assistance and/or operator services to Carrier without such prior review or approval.

9.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.

9.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

9.11 Duplicate Originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

9.12 Entire Agreement The terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

**FOR BELL ATLANTIC -
Network Services, INC.**

Name:

**Title: Vice President – Marketing
Operator Services**

Signature: _____

Date: _____

FOR CARRIER

Name: _____

Title: _____

Signature: _____

Date: _____

APPENDIX A

BELL ATLANTIC - PENNSYLVANIA⁹
CARRIER SERVICE SELECTION FORM

Please select desired services.

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance (ADAS)	12 months	\$0.3664/call (Directory Transport charges below)	Yes <input type="checkbox"/> No <input type="checkbox"/>
IntraLATA Call Completion Operator Services	12 months	Live: \$0.01280/op work second Automated: \$0.00158/auto wk sec LIDB: \$0.015542/query	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directory Assistance Branding	non-recurring fee	\$1,358.62 per switch	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operator Services Branding	non-recurring fee	\$1,358.62 per switch	Branding is required for OS

Directory Transport charges are as follows. (Call miles are measured from the BA Wire Center serving Carrier's premises to the Directory Assistance location.)

Rate Per Directory Assistance Call

⁹ All rates set forth herein in this Appendix A shall be interim rates. These interim rates shall be replaced on prospective basis by such permanent rates as may be approved by the Commission.

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Tandem-Switched Transport

Fixed	\$0.000132
Per mile	\$0.000003
Tandem Switching	\$0.000730

Note: Trunking, daily usage file, and switched access costs are not included in the above rates.

INTRALATA OPERATOR SERVICES CALL TYPES

IntraLATA Operator Services may include the following:

- a. Calling Card
 - (i) *Live*: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.
 - (ii) *Automated*: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.
- b. Collect
 - (i) *Live*: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.
 - (ii) *Automated*: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.
- c. Billed To A Third Party
 - (i) *Live*: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.
 - (ii) *Automated*: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.
- d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.
- e. Miscellaneous Call Assistance (Live)
 - (i) 0- Calls: Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.
 - (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a caller who is unwilling to dial directly or is encountering trouble (such as wrong

Mpower - BELL ATLANTIC Interconnection Agreement for Pennsylvania number, poor transmission, or cutoff), and who requests a credit or reconnection.

(iii) Time and Charges: Bell Atlantic operator provides caller with time and charges at the end of conversation, if requested.

(iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.

f. Busy-Line Verification

Bell Atlantic operator determines if the number specified by the customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.

g. Customer-Requested Interrupt

At the caller's request, Bell Atlantic operator interrupts conversation in progress on a line that is in use, as verified through Busy-Line Verification.

h. Operator Number Identification (ONI) Requests

Bell Atlantic operator requests the calling telephone number, keys the number into the system for identification, and releases the call for processing.

i. Automated Coin Toll Service (ACTS)

Bell Atlantic will provide automated messages for intraLATA toll calls that originate from coin phones. The messages will prompt callers for the correct change and record the change upon deposit. If a caller fails to deposit the correct amount within the time threshold (set by Bell Atlantic), the call will default to a live operator.

j. Validation Services

Bell Atlantic will launch queries for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The validation costs for queries of LIDB may be separate from the individual call rates. Bell Atlantic will also launch queries for validations to another company's LIDB if that company has a card honoring agreement with Bell Atlantic.

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier, including a completed Technical Questionnaire. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMR records
12. Desired branding announcement (if applicable)
13. Carrier's estimated start date of Services
14. Trunking and translations information